Department of Administrative Services
Purchasing and Contracts Division

CONFIRMATION FORM
for
RECEIPT OF BID NO. 603190-13

If you are interested in this invitation, immediately upon receipt please fax this confirmation form to the fax number provided at the bottom of this page.

Failure to do so means you are not interested in the project and do not want any associated addenda mailed to you.

SUPPLIER ACKNOWLEDGES RECEIVING THE FOLLOWING BID DOCUMENT:

PROJECT NO. BID NO. 603190-13 BID PAGES: 36

DESCRIPTION: CURRENT PRODUCTION MODEL DIESEL POWERED 5.4 CUBIC YARD VOLUMETRIC MECHANICAL STREET SWEEPER

SUPPLIER MUST COMPLETE THE FOLLOWING INFORMATION:

Company Name:_____

Company Address:_____

City / State / Zip:_____

Name / Title:_____

Area Code/Phone Number:_____

Area Code/Fax Number:_____

Email Address:_____

Please indicate the method you used to obtain this Bid Document:

_____ Internet _____Plan Room

FAX THIS CONFIRMATION FORM TO: (702) 386-4914
TYPE or PRINT CLEARLY

CLARK COUNTY, NEVADA

INVITATION TO BID

BID NO. 603190-13
CURRENT PRODUCTION MODEL DIESEL POWERED 5.4 CUBIC YARD VOLUMETRIC MECHANICAL STREET SWEEPER

The bid package is available as follows:

- Internet – Visit the Clark County Purchasing and Contracts Division website at http://www.ClarkCountyNV.gov/Purchasing. Click on "Current Opportunities" and locate Document No. 603190 in the list of current solicitations.
- Mail – Please fax a request to (702) 386-4914 specifying project number and description. Be sure to include company address, phone and fax numbers.
- Pick up - Clark County Government Center, 500 South Grand Central Parkway, Purchasing and Contracts Division, Fourth Floor, Las Vegas, NV 89106.

A Prebid Conference will be held on **DECEMBER 10, 2013** at **11:00 a.m.**, at the Clark County Government Center, 500 South Grand Central Parkway, Purchasing and Contracts Division, Fourth Floor, Las Vegas, Nevada 89106. If your firm is unfamiliar with the County Bid Submittal procedures and would like to obtain training on the submittal process for this Bid, please contact Sandy Moody-Upton, Purchasing Analyst, at (702) 455-4424 no later than **MONDAY, DECEMBER 9, 2013,** and a training session will be provided immediately following the pre-bid conference referenced above.

Bids will be accepted at the Clark County Government Center address specified above, on or before **JANUARY 3, 2014** at **3:00:00 p.m.** based on the time clock at the Clark County Purchasing and Contracts front desk.

PLEASE PUBLISH THE INFORMATION PROVIDED ABOVE THE LINE.

PUBLISHED:
Las Vegas Review-Journal
DECEMBER 6, 2013

TABLE OF CONTENTS

TABLE OF CONTENTS i

INSTRUCTIONS TO BIDDERS I-1

GENERAL CONDITIONS II-1

SPECIAL CONDITIONS III-1
- QUALIFICATION CLAUSES III-1
- DELIVERY CLAUSES III-1
- LABOR III-3

TECHNICAL SPECIFICATIONS IV-1

BID FORM V-1

BID ATTACHMENT 1-BID BOND ..... ATTACHMENT 1

SUBCONTRACTOR INFORMATION ..... ATTACHMENT 2

DEVIATIONS FROM SPECIFICATIONS ..... EXHIBIT A

DISCLOSURE OF OWNERSHIP/PRINCIPALS ..... ATTACHED

I – INSTRUCTION TO BIDDERS

BID NO. 603190-13
CURRENT PRODUCTION MODEL DIESEL POWERED 5.4 CUBIC YARD VOLUMETRIC MECHANICAL STREET SWEEPER

1. INTENT OF INVITATION

In accordance with the terms and conditions provided in this bid document, it is the intent of this formal Invitation to Bid to receive bids from qualified Bidders for the items specified in this document.

2. DEFINITIONS

A. **Addendum:** A written document issued by COUNTY, via the Purchasing and Contracts Division, prior to the submission of bids which modifies or clarifies the Bidding Documents by additions, deletions, clarifications, or corrections.

B. **BCC:** The Clark County Board of County Commissioners.

C. **Bid (Bidder):** An offer, in response to a solicitation by COUNTY, to supply goods or services at a specific price and within a specified time period.

D. **Bid (COUNTY):** A competitive solicitation by COUNTY to procure goods or services in accordance with Nevada Revised Statutes (NRS) 332.

E. **Bid Form:** Standard printed form given to Bidders that must be completed and submitted back to COUNTY with the required information for evaluation of the bid, in correct format and sequence. Bid pages are identified herein as "Bid Form" and contain a black line in the right margin.

F. **Bid Submittal:** Bid Form pages, Bid Security (if required), and all required attachments.

G. **Bidder(s):** A supplier who submits a bid to COUNTY.

H. **Bidding Documents:** May include but are not limited to, the Invitation to Bid, Instructions to Bidders, General Conditions, Special Conditions, Technical Specifications, Contract Requirements and Forms, Bid Forms/Attachments, Exhibits, Specifications/Special Provisions and Drawings, and any Addenda issued prior to the date designated for receipt of bids, as applicable.

I. **CONTRACT:** Contract documents include the Bidding Documents, SUCCESSFUL BIDDER'S Bid Form, all Addenda, SUCCESSFUL BIDDER'S bonds and insurance and Notice of Award letter.

J. **COUNTY:** The term used throughout these documents to mean County of Clark, Nevada.

K. **F.O.B. Destination:** Designates the seller will pay shipping cost and remain responsible for the goods until the buyer takes possession.

L. **Governing Body:** Used throughout these documents to mean the Clark County Board of Commissioners.

M. **Lot:** A group of items similar in nature and bought individually, all items in a lot must be bid on to be a responsible bidder considered for award.

N. **Nevada Revised Statutes (NRS):** The current codified laws of the State of Nevada. Nevada law consists of the Constitution of Nevada (the state constitution) and Nevada Revised Statutes. The Nevada Supreme Court interprets the law and constitution of Nevada.

O. **No Substitute:** Means there is only one brand name product that is acceptable to perform the function required by the using department.

P. **Purchasing Administrator:** The Clark County Purchasing Administrator or their designee responsible for the Purchasing and Contracts Division.

Q. **Purchase Order:** The formal authorization by COUNTY for seller to provide goods or services to COUNTY. The formal CONTRACT takes precedence over any conflicting terms and conditions contained in the purchase order.

R. **Repair:** Corrective actions required to ensure proper operation of existing equipment, up to and including replacing of said equipment.

S. **Rural:** Clark County has towns outside of the urban valley which include, but are not limited to: Laughlin, Moapa Valley, Sandy Valley, and Indian Springs.

T. **SUCCESSFUL BIDDER:** Bidder who is the lowest responsive, responsible or best Bidder, to whom the Governing Body or the authorized representative has authorized the award of the CONTRACT.

U. **Urban:** This includes the contiguous urban Las Vegas Valley.

3. DESIGNATED CONTACTS

For questions pertaining to this Invitation to Bid, please call Sandy Moody-Upton, Purchasing Analyst, telephone number (702) 455-4424 or the Purchasing and Contracts Front Desk at (702) 455-2897. After award, the designated contact will be David Johnson, Manager, Automotive Services, telephone number (702) 455-8556.

4. CONTACT WITH COUNTY DURING BIDDING PROCESS

Communication between a Bidder and a member of the BCC, or between a Bidder and a non-designated COUNTY contact, regarding this bid is prohibited from the time the bid is advertised until the bid is recommended for award of a contract. Questions pertaining to this Invitation to Bid shall be addressed to the designated contact(s) specified above. Failure of a Bidder, or any of its representatives, to comply with this paragraph may result in its bid being rejected.

5. PREBID CONFERENCE

A pre-bid conference is being held for this bid. The intent of the pre-bid conference is to review the entire bid document and answer any questions Bidders may have.

6. ADDENDA AND INTERPRETATIONS

A. If it becomes necessary to revise any part of this bid, a written Addendum will be issued by COUNTY. COUNTY shall not be bound by any oral representations, clarifications, or changes made in the written requirements and specifications by COUNTYS' employees, unless such clarification or change is provided by COUNTY in written addendum form from the Purchasing and Contracts Division.

B. Bidder(s) shall take no advantage of any apparent error or omission in the Bidding Documents. In the event Bidder(s) discover such an error or omission, they shall immediately notify COUNTY. COUNTY will then make such corrections and interpretations as may be deemed necessary for fulfilling the intent of the Bidding Documents through the issuance of an Addendum.

C. Addenda shall be available via mail, certified mail, fax, online or pick up by all prospective Bidders.

D. Prior to submission of the bid, Bidder shall ascertain that it has received all Addenda issued. Bidder shall acknowledge receipt of each Addendum by completing the acknowledgement space provided on the Bid Form. Failure to acknowledge receipt of all addenda and use the correct bid form as required may result in rejection of bid.

7. DOCUMENT REVIEW

Bidders may visit the Purchasing and Contracts Division, during normal business hours, to review any current bid documents. This information is available for review provided the contents of the document have not been deemed confidential or proprietary as defined in the "Public Records" clause in the General Conditions section of this bid. Bids submitted in response to this invitation to bid may be reviewed after the formal bid opening has been completed. To review bid documents, an appointment must be made in advance to ensure that full consideration will be provided. Please call telephone number (702) 455-2897 and request the Purchasing Front Desk to schedule your appointment.

8. PREPARATION OF FORMS

All bids must be submitted on the Bid Form provided in this document. **All figures must be written in ink or typed.** Figures written in pencil or containing erasures are not acceptable and may be rejected. However, mistakes may be crossed out and corrections may be inserted adjacent thereto and initialed in ink by the person signing the bid form.

In the event there are unit price bid items provided in the Bid Form, and the total indicated for a unit price bid item does not equal the product of the unit price and quantity, the unit price shall govern and the total will be corrected accordingly. Mathematical errors in the Bid shall be corrected by COUNTY. If there is no cost for a unit price, the Bidder **MUST** enter "0" or write the words "NO COST."

9. BID DOCUMENTS NECESSARY FOR SUBMITTAL

Bid Form, all required attachments, and the bid security (if required) shall be included in the envelope containing the bid. These documents, together, comprise a bid. Omission of, or failure to complete, any portion of the required documents at the time of bid opening may be cause to reject the entire bid.

10. SUBCONTRACTOR INFORMATION

Bidders should submit with their bids a list of the Minority-Owned Business Enterprise (MBE), Women-Owned Business Enterprise (WBE), Physically-Challenged Business Enterprise (PBE), Small Business Enterprise (SBE) and Nevada Business Enterprise (NBE) subcontractors for CONTRACT utilizing **Attachment 2.** The information provided in **Attachment 2** by Bidder is for COUNTY'S information only.

If there are any questions regarding **Attachment 2,** please contact Adleen Stidhum at telephone number (702) 455-7155.

11. BID SECURITY

A. Surety companies executing bonds must be licensed to issue surety by the State of Nevada Insurance Division pursuant to Nevada Revised Statute Chapter 683A and bonds must be issued by an appointed producer of insurance pursuant to Nevada Revised Statute Chapter 683A.

B. Each Bid shall be accompanied by a bid security (in the form of, at Bidder's option, a Cashier's Check, Certified Check, Money Order, or Bid Bond in favor of the COUNTY) in the amount of 5% of the total bid amount, pledging that the Bidder will within ten (10) calendar days after COUNTY'S request, furnish the bonds and insurance as required herein, covering the faithful performance of the Bidder and the payment of all obligations arising thereunder. Bonds issued by a surety, who is an individual surety, are not acceptable to Clark County. Should the Bidder refuse to or fail to furnish such bonds and insurance, the amount of the bid security may be forfeited to COUNTY. All checks and money orders must indicate the Payee as Clark County Treasurer and reflect the complete bid number.

1. If submitting a Bid Bond it shall be written on either a standard Bid Bond form or the enclosed form **Attachment 1**, and the attorney-in-fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of his/her power of attorney.

2. COUNTY will have the right to retain the bid security of Bidders to whom an award is being considered until either (a) the bonds and insurance have been furnished, or (b) the specified time has elapsed so that Bids may be withdrawn, or (c) all Bids have been rejected.

3. Should this bid contain Lots, the Bidder may choose to provide a bid security in the form of a Cashier's Check, Certified Check or Money Order, a separate check or Money Order for EACH LOT submitted. If the Bidder elects to provide a bid security in the form of a bid bond, it may be issued for five (5) percent of the aggregate amount of all Lots submitted.

12. DESCRIPTIVE LITERATURE

Bidder may be requested to provide the latest printed specifications and advertising literature on the product(s) offered on its Bid Form.

13. PRODUCTS

New Product:

SUCCESSFUL BIDDER shall guarantee that the product provided to COUNTY shall be new, and of the latest and most improved model of current production, and shall be of first quality as to workmanship and materials used in said units.

A new product is defined as a product that is made up completely of unused, genuine, original parts. The product shall not have been operated for any purpose other than routine operational testing. A demonstrator product does not meet this definition and is not acceptable.

14. BRAND NAMES "OR EQUAL"

Whenever, in this Invitation to Bid, any particular materials, process, and equipment are indicated or specified by patent, proprietary or brand name, or by name of manufacturer, such wording will be deemed to be used for the purpose of facilitating description of the material, process, and equipment desired and will be deemed to be followed by the words, "or equal." Proof satisfactory to COUNTY must be provided by SUCCESSFUL BIDDER to show that the alternative product is, in fact, equal to the product required in the specifications.

15. SUBSTITUTIONS

Specifications are intended to show kind and quality required, and are not intended to be restrictive. **Additional bids that are equal to, or exceed the requirements stated in this document are invited.** Bidders desiring to submit more than one bid for items other than those specified shall observe the following procedure:

A. Submit with the bid complete manufacturer's brochures of the actual items being offered, including pictures and dimensional drawings.

B. Proof, satisfactory to COUNTY, must be provided by Bidder to show that the product is equal to, or exceeds the bid specifications in design and performance.

C. Equivalent items may be subject to performance testing.

16. TEST MODELS

COUNTY may request, at no cost to COUNTY, that the apparent low Bidder provide a test model of the product offered. The performance, characteristics and components of the model submitted for inspection and testing shall be considered a representative model of the product proposed and intended for delivery. Any product tested and found not meeting the minimum requirements of these specifications will not be considered for award of this bid.

17. ORDER QUANTITIES AND UNIT PRICING

Unit pricing for the items listed in this bid shall be reflective of the unit of measure of "each." This bid expressly prohibits "minimum order quantity" practices. All invoices shall reflect the pricing for the exact quantities received.

18. DISCOUNT TERMS OF PAYMENT

Terms of payment, as listed on the Bid Form, shall be defined as the amount of discount offered by Bidder to COUNTY if payment is made within a specified time frame.

Examples:

Terms of Payment: 2%, Net thirty (30) Calendar Days.

A 2% payment discount will be deducted from the purchase price if the invoice is paid within thirty (30) calendar days of receipt of invoice or delivery of an acceptable product, whichever is later.

Terms of Payment: 0%, Net thirty (30) Calendar Days.

No payment discount is offered and payment is due within thirty (30) calendar days of receipt of invoice or delivery of an acceptable product, whichever is later.

No prompt payment discount will be considered by COUNTY in the bid evaluation process unless the discount period offered by Bidder is thirty (30) calendar days or more.

19. ADDITIONAL BIDS

Bidders may submit more than one bid as long as all such bids comply with, or exceed, the bid terms, conditions and specifications.

20. DEVIATIONS TO TERMS AND CONDITIONS OR SPECIFICATIONS

Any additional agreements, terms, conditions, or exceptions to the bid requirements or specifications that are submitted with Bidder's Bid Form may be considered substantial deviations from the bid requirements and be cause for rejection.

21. DURATION OF OFFER

All offers (bids) submitted in association with this Invitation to Bid shall be considered firm offers for a period of ninety (90) calendar days after the date of bid opening in order to allow COUNTY to evaluate and consider award, unless the offer is further extended in writing and agreed upon by both parties.

22. DEVIATIONS TO TECHNICAL SPECIFICATIONS

Any deviation taken at the time of or after bid submittal may render the bid non-responsive. If a Bidder is unable to meet the Technical Specifications, Bidder MUST complete the attached **Exhibit A** and submit it to the Purchasing Analyst at least five (5) business days prior to the scheduled **PRE-BID CONFERENCE**. It shall be the sole responsibility of the Bidder to ensure that the Purchasing Analyst has been properly notified, **PRIOR TO THE PRE-BID CONFERENCE** of the Bidder's deviation to the Technical Specifications.

23. BIDDER'S REPRESENTATION

Each Bidder by submitting their Bid represents that:

A. Bidder has read and understands the Bidding Documents and asserts that its bid is made in accordance therewith and shall be considered a firm offer for a period of ninety (90) calendar days following the opening of bids. The Bidder's offer may expire at the end of the ninety (90) calendar day period.

B. Bidder is familiar with the local conditions under which the work is to be performed.

C. **Prior to submission of the bid, Bidder shall ascertain that it has received all Addenda issued; Bidder shall acknowledge receipt of each Addendum by completing the acknowledgment space provided on the Bid Form. Failure to acknowledge receipt of all addenda and use the correct bid form as required may result in rejection of bid.**

24. SUBMISSION OF BIDS

All bids must be submitted in a sealed envelope plainly marked with the name and address of Bidder and the bid number and title. Bidders are requested to submit one (1) original and one (1) copy of the Bid Form and one (1) copy of all requested attachments unless otherwise specified. No responsibility will attach to COUNTY, or any official or employee thereof, for the pre-opening of, post opening of, or the failure to open a bid not properly addressed and identified. Bids are time-stamped upon receipt. Bids time-stamped after 3:00:00 p.m. based on the time clock at the Clark County Purchasing and Contracts front desk will be recorded as late, remain unopened and be formally rejected. **FAXED OR ELECTRONICALLY SUBMITTED BIDS ARE NOT ALLOWED AND WILL NOT BE CONSIDERED.**

The following are detailed delivery/mailing instructions for bids:

HAND DELIVERY	U.S. MAIL DELIVERY	EXPRESS DELIVERY
Clark County Government Center	Clark County Government Center	Clark County Government Center
Purchasing and Contracts Division, 4th Floor	Attn: Purchasing and Contracts, 4th Floor	Attn: Purchasing and Contracts, 4th Floor
500 South Grand Central Parkway	500 South Grand Central Parkway	500 South Grand Central Parkway
Las Vegas, Nevada 89106	P.O. Box 551217	Las Vegas, Nevada 89106
	Las Vegas, Nevada 89155-1217	

Regardless of the method used for delivery, Bidder shall be wholly responsible for the timely delivery of its bid. Overnight Mail must use the EXPRESS DELIVERY instructions.

Any bids submitted via a third party courier must be sealed in a separate envelope from courier's packaging to allow for proper recording of receipt.

Bidders and other interested parties are invited to attend the bid opening.

25. COST TO PREPARE AND SUBMIT RESPONSE

All costs incurred in the preparation and submission of responses to this Invitation to Bid shall be the responsibility of the Bidder.

26. WITHDRAWAL OF BID

A. Before Bid Opening

Bidders may request withdrawal of a posted, sealed bid prior to the scheduled bid opening time, provided the request for withdrawal is submitted to the Purchasing Analyst in writing, or a bid release form has been properly completed and submitted to the Purchasing and Contracts Division reception desk. Withdrawn bids must be re-submitted and time-stamped in accordance with this bid document in order to be accepted.

B. After the Bid Opening

All responsive and responsible bids received are considered firm offers for a period of ninety (90) calendar days. Bidder's offer will expire after ninety (90) calendar days unless the offer is further extended in writing by Bidder and agreed upon by both parties. If Bidder intended for award requests that its bid be withdrawn, that Bidder may be deemed non-responsible if responding to future invitations to bid or may be required to forfeit its bid bond (if applicable).

27. LOWEST RESPONSIVE AND RESPONSIBLE BIDDER

All bids will be awarded to the lowest responsive and responsible Bidder. The determination of the lowest responsive and responsible Bidder may be judged on all or some of the following factors: price, conformity to specifications, facilities and equipment, availability of repair parts, experience, terms of payment, qualifications, past performance, performance or delivery dates, quality and utility of services, supplies, materials or equipment offered and the adaptability of those services, supplies, materials or equipment to the required purpose of CONTRACT, and other objective and accountable factors which are reasonable. COUNTY has the option to accept additional promotional specials, discounts or trade-in allowances offered by SUCCESSFUL BIDDER during the term of CONTRACT but these offers will not be part of the determination for award of this bid unless otherwise specified.

In accordance with NRS 332.065.3, COUNTY may re-award CONTRACT if SUCCESSFUL BIDDER is found to be in breach of contract. Re-awarding the CONTRACT by COUNTY is not a waiver of any liability of the initial Bidder awarded CONTRACT.

28. REJECTION OF BID

COUNTY reserves the right to reject any and all bids received by reason of this request. COUNTY reserves the right to waive any minor informality or irregularity.

29. DISQUALIFICATION OF BIDDERS

Bidders may be disqualified and their bids may be rejected for any of, but not limited to, the following causes:

A. Failure to use the specified Bid Form furnished by COUNTY.

B. Lack of signature by an authorized representative.

C. Failure to properly complete the Bid Form.

D. Evidence of collusion among Bidders.

E. Unauthorized alteration to content of the Bid Form.

F. Failure to acknowledge all addenda issued.

30. TIE-BIDS

A tie-bid is defined as an instance where bids are received from two (2) or more Bidders who are the low Bidders, and their offers are identical. Bids must be identical in all evaluation areas; e.g., price, quality, delivery, terms, and ability to supply, etc. If any of these areas are not identical, it is not considered a tie-bid, and COUNTY can justify awarding to Bidder with the lowest responsive and responsible bid.

The procedure for tie-bids is to hold a public drawing and award the bid to the winner of the draw in accordance with the Method of Award clause in the Instruction to Bidders. When a drawing is necessary, Bidder(s) involved will be contacted with the time and place of the drawing. Attendance is not mandatory for the drawing. An impartial witness will be present at the drawing.

31. NOTIFICATION OF INTENT TO AWARD

COUNTY will issue to all Bidders a formal letter of “Notification of Intent to Award.” This notice will confirm COUNTY’S determination of the lowest responsive and responsible Bidder.

32. PROTESTS

A. Any Bidder who submits a bid and is allegedly aggrieved in connection with this solicitation or award of CONTRACT may protest. The letter of protest must, at a minimum, contain a written statement setting forth with specificity the reasons the person filing the notice believes that the applicable provisions of the law were violated and be accompanied by required bond. The protest must be submitted in writing to the Purchasing Analyst, within five (5) business days after COUNTY issued a “Notification of Intent to Award” letter. If a written protest is received within the time frame specified and is not resolved by mutual agreement, the Purchasing Analyst will issue a decision in writing to the protestor. Within three (3) business days of receipt of the decision, a protestor MUST submit to the Purchasing Administrator its written notice of intent to appeal the decision to the BCC. The Purchasing Administrator or their designee will notify the protestor of the date they may appear to present their appeal to the BCC. Protestor MUST submit to the Purchasing Administrator fifteen (15) copies of any documents protestor intends to present to the BCC and all documents MUST be submitted ten (10) calendar days prior to the BCC meeting. The decision of the BCC will be final. The BCC is not required to consider protests unless this procedure is followed.

B. Bidder filing the protest shall be required, to post a bond with a good and solvent surety authorized to do business in this state, or submit other security, defined as a cashiers check, money order or certified check, to COUNTY who shall hold the bond or other security until a determination is made on the protest. A bond posted or other security submitted with the protest must be in an amount equal to the lesser of:

(1) 25% of the total value of the bid submitted by Bidder filing the notice of protest; or
(2) $250,000

C. The notice of protest filed in accordance with the provisions of this section operates as a stay of action in relation to the awarding of CONTRACT until the BCC makes a determination on the protest.

D. A Bidder who submits an unsuccessful bid may not seek any type of judicial intervention until the BCC has made a determination on the protest and awards CONTRACT.

E. Neither the BCC nor its authorized representative is liable for any costs, expenses, attorney’s fees, loss of income or other damages sustained by a Bidder who submits a bid, whether or not the person files the protest pursuant to this section.

F. If the protest is upheld by the BCC, the bond posted or other security submitted with the notice of protest must be returned to Bidder who posted the bond or submitted the security. If the protest is rejected by the BCC, COUNTY may make a claim against the bond or other security in an equal amount to the expenses incurred by COUNTY because of the unsuccessful protest. Any money remaining after the claim has been satisfied must be returned to the person who posted the bond or submitted the security.

33. METHOD OF AWARD

Award will be made to the lowest responsive and responsible Bidder grand total contingent upon the submission of all requested documents after award within the timelines specified, unless an extension is approved by the Owner. Bidders must bid on all items to be considered responsive.

34. LETTER OF AWARD

Award of this bid will be by "Letter of Award" issued by the Purchasing Analyst. CONTRACT shall include this Bid Document, any associated Addendums, and the Bid Form as signed by SUCCESSFUL BIDDER.

35. INITIAL TERM

The initial term of CONTRACT shall be from date of award through June 30, 2014.

36. CONTRACT EXTENSION

COUNTY reserves the option to temporarily extend CONTRACT for up to ninety (90) calendar days from its expiration date for any reason. The current contract pricing shall remain in effect through the contract extension period.

37. PRICE ADJUSTMENT REQUESTS

Commencing on date of award, prices shall not be subject to change during the initial one (1) year term, thereafter, there may be price adjustments. All price adjustment requests, including suitable proof, shall be submitted, at least thirty (30) calendar days in advance of SUCCESSFUL BIDDER'S expectation of price increase commencement, to the Clark County, Nevada, Administrative Services Department, Purchasing Administrator, 500 South Grand Central Parkway, Las Vegas, Nevada 89155. Price increases shall not be retroactive. A price adjustment can only occur if SUCCESSFUL BIDDER has been notified in writing of COUNTY'S approval of the new Price(s). Only one (1) written price adjustment request(s) will be accepted from SUCCESSFUL BIDDER per one (1) year term. The reference months/period and indexes to be used to determine price adjustments will be the most recent published index between 14-16 months prior (using the final index) and 2-4 months prior (using the first-published index) to the anniversary date of the Contract, using the price index specified below.

- Suitable Proof:

  Print-out of CPI/PPI index and calculated increase, Letter from Manufacturer.

- Discontinued Price Index: Should the above-reference price index be discontinued or otherwise no longer be published by the U.S. Bureau of Labor Statistics, a similar index may be mutually agreed to in writing by both parties.

- Drastic Market Conditions

  Should drastic market conditions occur which dictate a significant price increase of any line item(s) during the term of CONTRACT, COUNTY may consider these increases in addition to the allowed increases, providing SUCCESSFUL BIDDER submits written documentation and suitable proof by line item to COUNTY requesting permission and explaining in detail the unforeseen circumstances predicating the request to increase pricing. Suitable proof shall be required as defined above. A significant price increase means a change in price from the date of CONTRACT execution, to the date of performance by an amount exceeding 10 percent. General industry correspondence with regards to market conditions are not suitable proof.

- Price Decrease

  COUNTY shall receive the benefit of a price decrease to any line item at any time during the initial one (1) year term and for any subsequent term(s) if the decrease exceeds 10 percent of CONTRACT price. If, at the point of exercising the price adjustment provision, market media indicators show that the prices have decreased, and that SUCCESSFUL BIDDER has not passed the decrease on to COUNTY, COUNTY reserves the right to place SUCCESSFUL BIDDER in default, terminate CONTRACT, and such actions will reflect adversely against SUCCESSFUL BIDDER in determining the responsibility and non-responsibility of SUCCESSFUL BIDDER in future opportunities.

38. STATE OF NEVADA LEGAL HOLIDAYS

SUCCESSFUL BIDDER is advised that below there are ten (10) firm legal holidays and eleven (11) when December 31st falls on Friday.

Martin Luther King's Birthday
Presidents' Day
Memorial Day
Independence Day
Labor Day
Nevada Admission Day
Veteran's Day
Thanksgiving Day and the Friday After
Christmas Day
New Year's Day

SUCCESSFUL BIDDER is required to verify dates with COUNTY'S representative prior to the commencement of work.

II -GENERAL CONDITIONS

BID NO. 603190-13
CURRENT PRODUCTION MODEL DIESEL POWERED 5.4 CUBIC YARD VOLUMETRIC MECHANICAL STREET SWEEPER

1. ASSIGNMENT OF CONTRACTUAL RIGHTS

SUCCESSFUL BIDDER will not assign, transfer, convey or otherwise dispose of CONTRACT or its right, title, or interest in, or to the same, or any part thereof, without previous written consent of COUNTY and any sureties.

2. AUDITS

The performance of CONTRACT by SUCCESSFUL BIDDER is subject to review by COUNTY to insure CONTRACT compliance. SUCCESSFUL BIDDER agrees to provide COUNTY any and all information requested that relates to the performance of CONTRACT. All requests for information will be in writing to SUCCESSFUL BIDDER. Time is of the essence during the audit process. Failure to provide the information requested within the timeline provided in the written information request may be considered a material breach of contract and be cause for suspension or termination of CONTRACT.

3. AUTHORITY

COUNTY is bound only by COUNTY agents acting within the actual scope of their authority. COUNTY is not bound by actions of one who has apparent authority to act for COUNTY. The acts of COUNTY agents which exceed their contracting authority do not bind COUNTY.

4. BIDS ARE NOT TO CONTAIN CONFIDENTIAL / PROPRIETARY INFORMATION

Bids must contain sufficient information to be evaluated without reference to any confidential or proprietary information. In accordance with NRS 239.010, Bidders shall not include any information in their bid that they would not want to be released to the public. Any bid submitted that is marked “Confidential” or “Proprietary,” or that contains materials so marked, may be returned to Bidder and may not be considered for award.

5. CLARK COUNTY’S PROPERTY

All property owned by COUNTY and furnished to SUCCESSFUL BIDDER for the purpose of performance under this Bid will be identified and marked as COUNTY’S property and adequately insured by SUCCESSFUL BIDDER for COUNTY’S protection. In the event that COUNTY’S property becomes lost or damaged to any extent while in SUCCESSFUL BIDDER’S possession from any cause, including faulty workmanship or negligent acts by SUCCESSFUL BIDDER, its agents or its employees, SUCCESSFUL BIDDER agrees to replace such property or reimburse COUNTY for the value or expense of replacement, whichever is greater, in accordance with COUNTY request.

6. COLLECTION AND PAYMENT OF SALES TAX

In accordance with NRS 372.123, any Bidder that sells tangible personal property to any commercial business in the State of Nevada is required to possess a Nevada Sales Tax Permit and shall collect and pay the taxes as defined in NRS Chapters 372 and 374. Permit information can be obtained by contacting the Nevada State Department of Taxation at (702) 486-2300.

7. COLLUSION AND ADVANCE DISCLOSURES

Pursuant to NRS 332.820 evidence of agreement or collusion among Bidders and prospective Bidders acting to illegally restrain freedom of competition by agreement to bid a fixed price, or otherwise, shall render the bids of such Bidders void.

Advance disclosures of any information to any particular Bidder which gives that particular Bidder any advantage over any other interested Bidders, in advance of the bid opening, whether in response to advertising or an informal request for bids, made or permitted by a member of the governing body or an employee or representative thereof, shall operate to void all bids received in response to that particular request for bids.

8. CONSUMPTION ESTIMATES

The quantities appearing in the Bid Form are approximate only and are prepared for the solicitation of bids. Payment to SUCCESSFUL BIDDER will be made only for the actual quantities of items furnished in accordance with the bid and it is understood that the scheduled quantities of items to be furnished may be increased, decreased or omitted without, in any way, invalidating bid prices.

9. CONTRACT AMENDMENTS

Notwithstanding any provision herein to the contrary, and pursuant to NRS 104.2306, and recognizing the constraints inherent in public bidding, COUNTY reserves the right to request modification at any time to the scope, frequency, estimated quantities or the timing of SUCCESSFUL BIDDER'S obligations under CONTRACT, in whatever manner COUNTY determines, in good faith, to be reasonably necessary and to be in the best interests of the public. Both parties agree that, should any modifications to CONTRACT be made during CONTRACT term, a written amendment detailing those elements shall be executed by SUCCESSFUL BIDDER and the BCC or their authorized representative.

10. DISCLOSURE OF OWNERSHIP / PRINCIPALS

Any Bidder recommended for award of CONTRACT by the Board of County Commissioners is required to provide the information on the attached "Disclosure of Ownership/Principals" form. The form shall be submitted to COUNTY within twenty-four (24) hours after request. Failure to fill out the subject form by Bidders shall be cause for rejection of the bid.

11. DRUG-FREE WORKPLACE

SUCCESSFUL BIDDER agrees to comply with all applicable state and federal laws regarding a drug-free workplace. SUCCESSFUL BIDDER shall make a good faith effort to ensure that all of its employees, while working on COUNTY property, will not purchase, use, be under the influence of, or possess illegal drugs or alcohol or abuse prescription drugs in any way.

12. EMPLOYMENT OF UNAUTHORIZED ALIENS

In accordance with the Immigration Reform and Control Act of 1986, SUCCESSFUL BIDDER agrees that it will not employ unauthorized aliens in the performance of CONTRACT.

13. FEDERAL, STATE, LOCAL LAWS

All Bidders shall comply with all Federal, State and local laws relative to conducting business in Clark County. The laws of the State of Nevada will govern as to the interpretation, validity, and effect of this bid, its award, and any contract entered into.

14. FISCAL FUNDING OUT

COUNTY reasonably believes that funds can be obtained sufficiently to make all payments during the term of CONTRACT. If COUNTY does not allocate funds to continue the purchase of the product or service, in accordance with NRS 354.626, CONTRACT shall be terminated when appropriated funds expire.

15. FORCE MAJEURE

SUCCESSFUL BIDDER shall be excused from performance hereunder during the time and to the extent that it is prevented from obtaining, delivering, or performing, by acts of God, fire, war, loss or shortage of transportation facilities, lockout or commandeering of raw materials, products, plants or facilities by the government. SUCCESSFUL BIDDER shall provide COUNTY satisfactory evidence that non performance is due to cause other than fault or negligence on its part.

16. GOVERNING LAW/VENUE OF ACTION [GOODS, SERVICES]

CONTRACT shall be construed and enforced in accordance with the laws of the State of Nevada. Any action at law or other judicial proceeding for the enforcement of any provision shall be instituted in the County of Clark, State of Nevada.

17. GOVERNING ORDER OF BIDDING AND CONTRACT DOCUMENTS

The bidding and CONTRACT documents include various divisions, sections, and conditions which are essential parts for the work to be provided by SUCCESSFUL BIDDER. A requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for complete work. In case of discrepancy, the following precedence will govern:

A. Amendment

B. General Conditions

C. Addenda

D. Instructions to Bidders

E. Federal Requirements (If Applicable)

F. Special Conditions

G. Technical Specifications

18. INDEMNITY

SUCCESSFUL BIDDER agrees, by entering into CONTRACT, regardless of the coverage provided by any insurance policy, to pay all costs necessary to indemnify, defend, and hold COUNTY harmless from any and all claims, demands, actions, attorney's fees, costs, and expenses based upon or arising out of any acts, errors, omissions, fault or negligence of SUCCESSFUL BIDDER or its principals, employees, subcontractors or other agents while performing services under CONTRACT. SUCCESSFUL BIDDER shall indemnify, defend, and hold harmless COUNTY for any attorney's fees or other costs of defense, even if the allegations of the claim are groundless, false or fraudulent.

19. INVOICING

Invoicing for bid items are to be sent to the location as identified in the purchase order(s). Invoices are to be sent within ninety (90) calendar days of the delivery of the product or completion of the work. Invoices for payment not submitted within this time period will not be considered for payment. Payment of invoices will be made within thirty (30) calendar days, unless otherwise specified, after receipt of an accurate invoice that has been reviewed and approved by the applicable department's authorized representative. In accordance with NRS 244.250 COUNTY shall not provide payment on any invoice SUCCESSFUL BIDDER submits after six (6) months from the date SUCCESSFUL BIDDER provides goods, performs services, or provides deliverables or milestones.

All invoices should include the following information:

A. Company Name

B. Complete Address (including street, city, state, and zip code)

C. Telephone Number

D. Contact Person

E. Itemized description of products delivered (including quantities) or services rendered (including dates)

F. Clark County Purchase Order Number

G. Company's Tax Identification Number

H. Bid Number

I. Itemized pricing and total amount due (excluding Sales and Use Tax)

J. Percentage Discounts/ Payment Terms (if offered)

K. Company's Invoice Number

L. Clark County Work Order Number(s)

SUCCESSFUL BIDDER is responsible to insure that all invoices submitted for payment are in strict accordance with the price(s) offered on the Bid Form. If overcharges are found, COUNTY may declare SUCCESSFUL BIDDER in breach of contract, terminate CONTRACT, and designate SUCCESSFUL BIDDER as non-responsible if responding to future invitations to bid.

20. INVOICE AUDITS

SUCCESSFUL BIDDER shall provide to COUNTY, within ten (10) business days of COUNTY'S request, a report to validate that the price(s) charged are in accordance with the price(s) offered on SUCCESSFUL BIDDER'S Bid Form. The format of the report will depend on the pricing structure provided on the Bid Form. The report shall be subject to review and approval by COUNTY'S using department(s) and Internal Audit Department. Discrepancies found in the report will require SUCCESSFUL BIDDER to update the report no later than five (5) business days after notification by COUNTY. In the event that SUCCESSFUL BIDDER undercharged COUNTY, COUNTY shall reimburse SUCCESSFUL BIDDER within ten (10) business days. In the event that SUCCESSFUL BIDDER overcharged COUNTY, SUCCESSFUL BIDDER shall reimburse COUNTY within ten (10) business days. If overcharges are found, COUNTY may declare SUCCESSFUL BIDDER in breach of contract, terminate CONTRACT, and designate SUCCESSFUL BIDDER as non-responsible if responding to future invitations to bid.

21. NON-DISCRIMINATION

The BCC is committed to promoting full and equal business opportunity for all persons doing business in Clark County. SUCCESSFUL BIDDER acknowledges that COUNTY has an obligation to ensure that public funds are not used to subsidize private discrimination. SUCCESSFUL BIDDER recognizes that if they or their subcontractors are found guilty by an appropriate authority of refusing to hire or do business with an individual or company due to reasons of race, color, religion, sex, sexual orientation, gender identity or expression, age, disability, national origin,

or any other protected status, COUNTY may declare SUCCESSFUL BIDDER in breach of contract, terminate CONTRACT, and designate SUCCESSFUL BIDDER as non-responsible.

22. NON-ENDORSEMENT

As a result of the selection of SUCCESSFUL BIDDER to supply goods or services, COUNTY is neither endorsing nor suggesting that SUCCESSFUL BIDDER'S service is the best or only solution. SUCCESSFUL BIDDER agrees to make no reference to COUNTY in any literature, promotional material, brochures, sales presentations, or the like, without the express written consent of COUNTY.

23. OUT OF STATE SUPPLIERS

Out of state suppliers shall accept collect calls or provide a toll free telephone number for the placement of orders.

24. PARTIAL PAYMENTS

Partial payment requests will be accepted only at the sole discretion of COUNTY.

25. PATENT INDEMNITY

A. SUCCESSFUL BIDDER hereby indemnifies and shall defend and hold harmless COUNTY, its officers, employees, agents, its officers, and employees, respectively, from and against all claims, losses, costs, damages, and expenses, including attorney's fees, incurred by COUNTY, respectively, as a result of or in connection with any claims or actions based upon infringement or alleged infringement of any patent and arising out of the use of the equipment or materials furnished under CONTRACT by SUCCESSFUL BIDDER, or out of the processes or actions employed by, or on behalf of SUCCESSFUL BIDDER in connection with the performance of CONTRACT. SUCCESSFUL BIDDER shall, at its sole expense, promptly defend against any such claim or action unless directed otherwise by COUNTY; provided that COUNTY or its construction manager shall have notified SUCCESSFUL BIDDER upon becoming aware of such claims or actions, and provided further that SUCCESSFUL BIDDER'S aforementioned obligations shall not apply to equipment, materials, or processes furnished or specified by COUNTY.

B. SUCCESSFUL BIDDER shall have the right, in order to avoid such claims or actions, to substitute at its expense non infringing equipment, materials, or processes, or to modify such infringing equipment, materials and processes so they become non infringing, or obtain the necessary licenses to use the infringing equipment, material or processes, provided that such substituted and modified equipment, materials and processes shall meet all the requirements and be subject to all the provisions of CONTRACT.

26. PUBLIC RECORDS

COUNTY is a public agency as defined by state law, and as such, is subject to the Nevada Public Records Law (Chapter 239 of the Nevada Revised Statutes). Under the law, all of COUNTY'S records are public records (unless otherwise declared by law to be confidential) and are subject to inspection and copying by any person. All bid documents are available for review following the bid opening.

27. PURCHASE ORDERS

The Purchasing and Contracts Division will issue a purchase order(s) which will authorize SUCCESSFUL BIDDER to deliver and invoice for the product(s) or service(s) offered.

28. RIGHT OF INSPECTION AND REJECTION

All goods and services purchased under this bid will be subject to inspections, tests and approval/acceptance by COUNTY. It is acknowledged that many of the goods contained in closed packages may not be inspected until such time as they are used, and that the inspections and rejection rights will continue until those packages are opened and inspected, notwithstanding prior payment. If specifications or warranties are not met, material and equipment will be returned at SUCCESSFUL BIDDER'S expense. Nonconforming goods may be returned to SUCCESSFUL BIDDER freight collect at which time risk of loss will pass to SUCCESSFUL BIDDER upon COUNTY'S delivery to common carrier or retrieved by SUCCESSFUL BIDDER at which time risk of loss will pass to SUCCESSFUL BIDDER at time of retrieval.

29. SEVERABILITY

If any terms or provisions of CONTRACT shall be found to be illegal or unenforceable, then such term or provision shall be deemed stricken and the remaining portions of CONTRACT shall remain in full force and effect.

30. SUBCONTRACTS

Services specified in CONTRACT shall not be subcontracted by SUCCESSFUL BIDDER, without the written approval of COUNTY. Approval by COUNTY of SUCCESSFUL BIDDER'S request to subcontract or acceptance of or payment for subcontracted work by COUNTY shall not in any way relieve SUCCESSFUL BIDDER of responsibility for the professional and technical accuracy and adequacy of the services performed. SUCCESSFUL BIDDER shall be and remain liable for all damages to COUNTY caused by negligent performance or non-performance of services performed under CONTRACT by SUCCESSFUL BIDDER'S subcontractor.

31. SUBCONTRACTOR / INDEPENDENT CONTRACTOR

SUCCESSFUL BIDDER represents that it is fully experienced and properly qualified to perform the class of work provided for herein, and that it is properly licensed, equipped, organized and financed to perform such work. SUCCESSFUL BIDDER shall act as an independent SUCCESSFUL BIDDER and not as the agent of COUNTY in performing CONTRACT. SUCCESSFUL BIDDER shall maintain complete control over its employees and all of its Subcontractors. Nothing contained in CONTRACT or any subcontract awarded by SUCCESSFUL BIDDER shall create any contractual relationship between any such Subcontractor and COUNTY. SUCCESSFUL BIDDER shall perform all work in accordance with its own methods subject to compliance with CONTRACT.

32. SUSPENSION BY THE COUNTY FOR CONVENIENCE

A. COUNTY may, without cause, order SUCCESSFUL BIDDER in writing to suspend, delay or interrupt the work in whole or in part for such period of time as COUNTY may determine.

B. In the event COUNTY suspends performance of SUCCESSFUL BIDDER for an aggregate period in excess of sixty (60) calendar days, SUCCESSFUL BIDDER shall be entitled to an equitable adjustment of the compensation payable to SUCCESSFUL BIDDER under this Bid to reimburse SUCCESSFUL BIDDER for additional costs occasioned as a result of such suspension of performance by COUNTY. Equitable adjustment shall be based on appropriated funds and approval by COUNTY.

C. No equitable adjustment will be made if performance is, was or would have been so suspended, delayed or interrupted by another cause for which SUCCESSFUL BIDDER is responsible.

33. TAXES

COUNTY is a political subdivision of the State of Nevada and under the provisions of Nevada Revised Statute (NRS) 372.325 is exempt from the payment of Sales and Use Tax (Employee Identification Number 88-6000028). A copy of the tax exempt letter is available upon request. The bid price(s) must be net, exclusive of these taxes.

34. TERMINATION FOR CAUSE

If SUCCESSFUL BIDDER fails to perform in accordance with the agreed terms, conditions, or warranties applicable to CONTRACT, COUNTY may **immediately** terminate all or part of CONTRACT upon written notice of intent to terminate without any liability by COUNTY to SUCCESSFUL BIDDER. In the event of termination for cause, COUNTY may cancel any delivery or service and purchase the product or service elsewhere on such terms or in such manner as COUNTY may deem appropriate and SUCCESSFUL BIDDER shall be liable to COUNTY for any excess cost or other expenses incurred by COUNTY.

35. TERMINATION FOR CONVENIENCE

COUNTY reserves the right to terminate CONTRACT in whole or part at any time whenever COUNTY shall determine that such a termination is in the best interest of COUNTY without penalty or recourse upon thirty (30) calendar days written notice of intent to terminate. In the event that COUNTY elects to terminate CONTRACT, the termination request will be submitted to the BCC or the Clark County Administrative Services Department for approval.

36. TITLE AND RISK OF LOSS

The title and risk of loss of material or service shall not pass to COUNTY until material is delivered to the specific location, quantities are verified, and the material is inspected for damage or service is completed as specified.

37. USE BY OTHER GOVERNMENT ENTITIES

Nevada Revised Statutes 332.195 allows local governments to join or use the contracts of other local governments or the State of Nevada, with the authorization of contracting Supplier.

38. WARRANTY

SUCCESSFUL BIDDER warrants that the goods and services covered under this bid will conform to applicable specifications, instructions, drawings, data and samples, will be merchantable and of good material and workmanship, free from defects and will be fit and sufficient for the purposes intended. SUCCESSFUL BIDDER shall guarantee all workmanship, materials, and equipment they have furnished for a period of one (1) year after the final acceptance of the equipment or materials or for the length of the current manufacturer's warranty, whichever is longer. If during the guarantee period, any defect or faulty materials are found, it shall immediately, upon notification by COUNTY, proceed at its own expense to replace and repair same, together with any damage to all finishes, fixtures, equipment, and furnishings that may be damaged as a result of this defective equipment or workmanship. Acceptance or receipt of payment for goods or services shall not constitute a waiver of any warranty.

III - SPECIAL CONDITIONS

BID NO. 603190-13
CURRENT PRODUCTION MODEL DIESEL POWERED 5.4 CUBIC YARD VOLUMETRIC MECHANICAL STREET SWEEPER

_____
Name of Firm

1. DOCUMENTATION SUBMITTAL REQUIRED BY APPARENT LOW BIDDER

Apparent low Bidder shall furnish the following information and documents within twenty-four (24) hours of COUNTY'S request:

A. Address and contact information of local factory authorized station or representative;

B. A copy of the product's printed specifications advertising literature or catalogs as specified.

C. A copy of the product's standard warranty.

D. Completed "Disclosure of Ownership" form.

E. A copy of current applicable Clark County Business License

2. CONVEYOR ROLLER BEARINGS:

The successful bidder agrees to warranty the conveyor roller bearings for a period of 5-years or 5,000 sweeping hours, whichever comes first, starting at the time of delivery and acceptance. The bearing replacement shall include all parts and labor and Clark County shall not incur any expenses do to this failure. The bearings will be replaced under normal wear conditions as required by the manufacturer. If the failure is due to lack of lubrication, Clark County will be responsible for all repairs.

The successful bidder also agrees that the repairs to the conveyor roller bearings shall be completed at a local authorized repair facility and will not be down for more than 40 working hours from the time the sweeper has been delivered to the facility. If the repairs take longer than 40 hour to repair, the successful bidder agrees to provide a loaner sweeper of equal capability at no cost to Clark County until the repairs have been sufficiently made.

3. ENGLISH SPEAKING REPRESENTATIVE

COUNTY requires SUCCESSFUL BIDDER have one person capable of clear communication in the English language on site at all times during the hours that service is required. Failure to meet this requirement shall constitute a breach of contract and may result in the termination of CONTRACT.

4. SERVICE AND INSPECTION INSTRUCTIONS - COMPLETION OF CONTRACT

Prior to delivery, the product shall be completely inspected and serviced by the delivering dealer or the manufacturer's pre-delivery service center. A copy of the manufacturer's standard pre-delivery service check list shall be completed for the product, signed by a representative of the organization performing the inspection/service and delivered with the product.

The product may be inspected at time of delivery, by an authorized representative of COUNTY, for workmanship, appearance, proper functioning of all equipment and systems, and conformance to all other requirements of this specification. In the event deficiencies are detected, the product will be rejected to make the necessary repairs, adjustments or replacements. Payment or the commencement of a discount period (if applicable) will not be made until the corrective action is made the product is re-inspected and accepted. If the product is accepted at delivery and later rejected because of deficiencies, it shall be the dealer's responsibility to pick up the product, make the necessary corrections and redeliver the product for re-inspection and acceptance at no additional cost to COUNTY.

5. DEALER'S REPORT OF SALE - COMPLETION OF CONTRACT

Dealer's Report of Sale shall be addressed to:

Clark County Automotive
4241 Stephanie Street
Las Vegas, NV 89122

6. TITLE FEES

The SUCCESSFUL BIDDER shall pay all title fees.

7. NOTICE OF DELIVERY(AUTOMOTIVE ONLY)

COUNTY shall be given twenty-four (24) hours notice prior to delivery in order to establish a time, date and location. Notify David Johnson of Automotive Services, at (702) 455-8556. At the time of delivery SUCCESSFUL BIDDER shall provide the necessary documents and keys, as specified on the attachment, as per type of Sweeper(s) being delivered. If the required documents and keys are not available at the time of delivery the Sweeper(s) **will not be accepted**.

DOCUMENTS AND KEYS REQUIRED AT DELIVERY

VEHICLE TYPE	DEALERS REPORT OF SALE IN-STATE	OR	CERTIFICATE OF ORIGIN OUT OF STATE	ODOMETER STATEMENT	PURCHASE ORDER (COPY)	INVOICE	KEYS (PER BID)	MANUAL (PER BID)
HEAVY DUTY TRUCKS AND EQUIPMENT IN EXCESS OF 12,000 LBS. LICENSED	X	OR	X	X	X	X	X	X

NOTE: Vehicles without the indicated documents and keys will not be accepted.

8. FUEL

Sweeper(s) shall be delivered with a full tank of fuel.

9. MILEAGE

Sweeper(s) shall be delivered with less than fifty (50) miles on the odometer.

10. KEYS

There shall be 4 sets of keys for Street Sweepers and all locking compartments or vandal covers provided at the time of delivery.

11. COMPONENT INSTALLATION

All components supplied shall be factory or dealer installed and shall be as advertised in current published literature unless otherwise stated (**Literature shall be provided upon request**).

12. DEALER'S NAMEPLATES AND DECALS

All Sweepers(s) shall be delivered free of dealer nameplates, license plate holders or advertisement decals.

13. ORDER CONFIRMATION

SUCCESSFUL BIDDER shall provide, within ten (10) business days of receipt of purchase order, a confirmation from the manufacturer showing the vehicles have been ordered. The confirmation may be provided via facsimile to:

Clark County Purchasing Department
Attn: Sandy Moody-Upton, Purchasing Analyst
Fax: (702) 386-4914

14. MANUALS

There shall be one part, one repair, and three operator manuals; or a PC friendly CD manual provided for each Street Sweeper at time of delivery.

15. LOCATION AND HOURS

Deliveries shall be made to the 4241 Stephanie, Las Vegas, Nevada 89122, Monday through Friday (excluding COUNTY'S holidays), between the hours of 8:00 a.m. through 4:00 p.m.

16. MAXIMUM DELIVERY TIME

Maximum delivery time is 120 calendar day(s). Failure to offer a delivery time within the maximum number of days specified may be considered a substantial deviation and be cause for rejection. Time is of the essence and failure to meet the delivery time specified shall constitute a breach of contract and may result in termination of CONTRACT.

17. OUT OF AREA DELIVERY REQUIREMENTS

If the successful Bidder is located outside of the Las Vegas Valley, it is required to have an Authorized Dealer located in the Las Vegas Valley who will act as its representative. All vehicles will be delivered to this local Authorized Dealer Representative and not directly to Clark County. This local Authorized Dealer Representative will be responsible for the Pre-delivery inspection (PDI), all dealer prep, delivery, and any necessary documentation and paperwork, including State of Nevada VIN inspection.

18. F.O.B. DESTINATION - FREIGHT PRE-PAID

SUCCESSFUL BIDDER shall pay all freight charges. SUCCESSFUL BIDDER shall file all claims and bears all responsibility for the products from the point of origin to COUNTY'S destination. All prices shall be F.O.B. the delivery points as required. All prices shall include delivery, as well as any necessary unloading.

19. PARTIAL SHIPMENTS

Partial shipments will not be permitted.

20. TRAINING

Training, in the form of orientation, shall be provided to COUNTY'S personnel by a qualified factory representative or the SUCCESSFUL BIDDER'S personnel, in the proper operation techniques, including care and maintenance of the product. This training if needed shall take place at 4241 Stephanie, Las Vegas, Nevada 89122, at the SUCCESSFUL BIDDER'S expense.

21. FAILURE TO DELIVER

In the event that SUCCESSFUL BIDDER fails to deliver the product in accordance with the terms and conditions of CONTRACT, COUNTY shall have the option to either terminate CONTRACT or temporarily procure the product from another supplier. If the product is procured from another supplier, SUCCESSFUL BIDDER shall pay to COUNTY any difference between the bid price and the price paid to the other supplier.

22. DAMAGED OR DEFECTIVE PRODUCTS

SUCCESSFUL BIDDER shall replace, at no cost to COUNTY, damaged or defective products within seven (7) business day(s) after notice. This shall include freight and any and all other associated costs. Failure to do so will cause such products to be procured from another supplier. If the product is procured from another supplier, SUCCESSFUL BIDDER shall pay COUNTY any difference between the bid price and the price paid to the other supplier.

23. EXTENDED WARRANTY(S)

Specify all factory and component manufacturers' standards and extended warranties. SUCCESSFUL BIDDER shall list any extended warranties and costs associated with them that may be purchased by COUNTY. (PLEASE NOTE: THE COST OF EXTENDED WARRANTIES SHALL NOT BE INCLUDED IN THE BID PRICE. THE EXTENDED WARRANTY DESCRIPTION AND PRICE SHALL BE LISTED SEPARATELY. COUNTY SHALL HAVE THE OPTION OF PURCHASING THE EXTENDED WARRANTIES SEPARATELY, BASED ON COUNTY BUDGETED APPROPRIATIONS) SUCCESSFUL BIDDER shall provide copy of warranties upon request.

24. DISPUTES

Any dispute relating to CONTRACT after award shall be resolved through good faith efforts upon the part of SUCCESSFUL BIDDER and COUNTY. At all times, SUCCESSFUL BIDDER shall carry on the work and maintain his progress schedule in accordance with the requirements of CONTRACT and the determination of COUNTY, pending resolution of any dispute.

IV - TECHNICAL SPECIFICATIONS

BID NO. 603190-13
CURRENT PRODUCTION MODEL DIESEL POWERED 5.4 CUBIC YARD VOLUMETRIC MECHANICAL STREET SWEEPER

_____
Name of Firm

INTENT:

It is the intent of these specifications to provide a Street Sweeper that will conform to the specifications, and be suitable for continuous use by COUNTY. The Street Sweeper offered shall be new, unused, the current production model and conform to the specifications provided below.

The Street Sweeper shall comply with all Federal and State of Nevada Emission Control Regulations, and Safety Standards in effect at the time of delivery to COUNTY.

These specifications shall be construed as minimum requirements. Should the manufacturer's current published data or specifications exceed these, they shall be considered as minimum and be furnished by Bidder.

Any deviation taken at the time of or after bid submittal may render the bid non-responsive. If a Bidder is unable to meet the Technical Specifications, Bidder MUST complete the attached **Exhibit A** and submit it to the Purchasing Analyst at least five (5) business days prior to the scheduled **PRE-BID CONFERENCE**. It shall be the sole responsibility of the Bidder to ensure that the Purchasing Analyst has been properly notified, **PRIOR TO THE PRE-BID CONFERENCE** of the Bidder's deviation to the Technical Specifications.

It is the sole responsibility of the BIDDER to ensure that the Purchasing Analyst has been properly notified of BIDDER'S inability to meet the specification, prior to the **PRE-BID CONFERENCE.**

BIDDERS MUST RETURN THE ORIGINAL OR A PHOTOCOPY OF THIS FORM AND MAKE AN ENTRY FOR EACH SPECIFICATION IN THE SPACE PROVIDED OPPOSITE THE SPECIFICATIONS, INDICATING ANY VARIANCES IN THE SPECIFICATION. IF THERE IS NOT ENOUGH SPACE, ATTACH AN ADDITIONAL SHEET OF PAPER.

SPECIFICATION NO. 1

DESCRIPTION: The unit bid shall be a diesel powered mechanical type street sweepers, mounted on a conventional design cab and chassis.

SPECIFICATION NO. 2

GENERAL: Four-wheel, self-propelled engine driven street sweeper with auxiliary engine. Minimum sweeping width of 10 feet with both gutter brooms down and variable dump in all positions from 20 inches to 120 inches.

SPECIFICATION NO. 3

DRIVE ENGINE: Turbocharged diesel, 220 HP at 2600 RPM, with 560-pound foot torque at 1400 RPM, glow plug assist ignition, fuel water separator. Truck engine will be equipped with an engine exhaust brake, single vertical exhaust system with after treatment and be 2010 emission compliant. Cooling system shall protect to -34F. Engine shall be equipped with single stage dry-type air cleaner with safety element, spin on fuel filter, and full flow oil filter.

SPECIFICATION NO. 4

FUEL TANK: 50-gallon capacity must be accessible without raising or shifting any components.

SPECIFICATION NO. 5

TRANSMISSION: Allison 2500 series, 6-speed automatic transmission with oil heavy-duty oil cooler shall be provided.

SPECIFICATION NO. 6

AUXILIARY ENGINE: 74 HP diesel engine, must be EPA Tier 4i emissions compliant. Engine shall be equipped with a full flow oil filter and fuel filter. Dual stage, dry type air intake filters with pre-cleaner. Reset type restriction indicator on air filter housing. Engine shall be protected by a 50/50 mixture anti-freeze/water for cold weather storage and or operation. Engine, radiator and all auxiliary engine driven devices shall be resilient mounted through a dedicated engine frame. Safety shut down system for high coolant temperature, low oil pressure, and low hydraulic oil level with direct reading gauges mounted in rear engine compartment. Engine and front of the engine radiator shall be accessible without the use of any tools. The auxillary engine shall have a dedicated 50 gallon fuel tank

SPECIFICATION NO. 7

HYDRAULIC SYSTEM (Auxiliary Engine): Maximum 35-gallon hydraulic reservoir with sight gauge indicating oil level and temperature. System shall be a combination open loop return closed suction boost filter to ensure completely filtered return line flow to extend filter life and pre-charge pressure to feed the sweeper hydraulics. The system shall contain one 100-mesh suction strainer and one 6-micron absolute return filter. Quad gear pump, with direct drive from auxiliary engine. The main broom, each side broom and the conveyer shall have independent, dedicated gear pump sections. Auxiliary engine must power all sweeper hydraulic functions. System shall include a hydraulic oil cooler, sized to allow for continuous operation with broom speeds set to the minimum possible speeds and the auxiliary engine set to the maximum.

SPECIFICATION NO. 8

FRONT AXLE: The 12,000 lb front axle shall be equipped with 12,000 lb taper leaf springs and shock absorbers.

SPECIFICATION NO. 9

REAR AXLE: The two-speed rear axle shall have a gear ratio of 7.17/9.77:1 for proper sweeping speeds and able to obtain highway speeds of 75 MPH. Rear axle will be rated at 23,000 lb and air spring suspension will be required. The system must have automatic height control valves on the drive axle to maintain ride height during transport and sweeping with a minimum capacity of 21,000 lbs. The system shall allow the automatic release of air from the air spring to hard rubber bisques to allow for solid axle performance while sweeping and dumping at any height. Control of the air spring rear suspension shall be by a single transport/sweep/dump switch on the control console.

SPECIFICATION NO. 10

WHEELS, FRONT AND REAR: Disc type interchangeable front to rear. (7) Each including spare – 8.25” X 22.5” 8-hole disc.

SPECIFICATION NO. 11

TIRES: Interchangeable front to rear. (7) Each including spare -11:00RX22.5 G 14 ply.

SPECIFICATION NO. 12

STEERING: Steering shall be full power with dual operator controls. Each steering column shall have tilt and telescopic adjustment.

SPECIFICATION NO. 13

CHASSIS: Conventional design manufactured to meet all Federal Motor Vehicle standards. Wheelbase not to exceed 150 inches with a GVWR 33,000 of pounds. Turning radius shall not exceed 20 feet.

SPECIFICATION NO. 14

CONTROLS: All sweeper controls shall be mounted on a central console located between the left and right operators position. All switches to be tactile rocker type so operator can feel the switch for each function without visually checking. Systems using touch screens will not be allowed as they can distract the operator and impact safety. Control panel to be lit for night operation. One-piece, permanent control console overlay with clearly labeled switches and indicators. Sweeping mode engaged by one Sweep / Transport / Dump switch. Individual switches for left and right broom tilt (In/Out), left and right broom (On/Off), and conveyor (Forward/Reverse). Dust control water flow to be independently and continuously variable from off to full on for each side broom and the main broom. Hopper raise / lower and tilt to be controlled via joystick. Sweep mode shall function as a master switch that will turn water system on with brooms. There shall be a separate switch for left gutter broom, right gutter broom and center of machine turning on both front spray and main broom water.

SPECIFICATION NO. 15

CAB: Seats shall be adjustable air ride style, high back, covered with cloth and include 3-point seat belts. Sweeper shall include two (2) heated and remote control outside west coast type mirrors with lower 8 inch convex lens for easy viewing of the side broom during sweeping. To maximize operator visibility of the curb and sweeping gear, two (2) 8 inch outside RH and LH fender mirror shall be mounted forward of the front wheels. Rocker switches located in the cab and mounted in the control panel shall control hydraulic functions. For safety during night sweeping, switches shall be illuminated so that they can be readily identified without the use of the cab dome light. Switches shall be clearly identified by name and symbol. Cab interior environment shall be fully air-conditioned including a fresh air heater/ventilator/defroster.

Windshield wipers shall have intermittent feature. Interior of cab shall have acoustical insulation for low operating noise, automotive type trim, and center sweeper console. Dash shall be faced with soft molded plastic.

All glass shall be standard tinted safety glass. Each operator position shall have adjustable sun visor.

Shall be equipped with electric windows, and door locks. Cab shall include an AM/FM/CD radio and a 12-volt power port.

SPECIFICATION NO. 16

INSTRUMENTS, CHASSIS ENGINE: Chassis left side operator instrument panel shall be chassis OEM, full vision illuminated with tachometer, speedometer, odometer, hour meter, fuel gauge, water temperature gauge, oil pressure gauge, transmission temperature gauge, air pressure gauge, and volt gauge.

Chassis right side operator instrument panel shall be chassis OEM, full vision illuminated with tachometer, speedometer, odometer, fuel gauge, water temperature gauge, oil pressure gauge, transmission temperature gauge, air pressure gauge, and volt gauge. Chassis engine instruments shall include warning light and chime for low coolant level and high coolant temperature to warn the operator of a potential problem before any damage to the engine occurs. Console shall have a switch to move operation control from left side to right side.

Truck instruments shall include warning lights for battery, and cab latch to make sure the cab is locked in position.

SPECIFICATION NO. 17

INSTRUMENTS, AUXILIARY ENGINE: Sweeper engine instruments shall be mounted in control panel and to include tachometer, hour meter, oil pressure, fuel, voltage, and coolant temperature for complete information for the operator on the condition of the auxiliary engine. Instruments shall include an auxiliary engine air intake restriction indicator mounted in the fixed console, for ease of maintenance, and a hopper "full load" indicator to notify the operator the hopper is fully loaded.

SPECIFICATION NO. 18

FUEL TANKS: Capacity for approximately 8 hours of normal operation. Chassis and auxiliary engine fuel tanks shall be a minimum of 50 U.S. gallons capacity each. Each engine shall have a dedicated fuel tank. Each system to include fuel filter and fuel/water separator.

SPECIFICATION NO. 19

BRAKES: Brakes shall be full anti-lock air brakes with automatic slack adjusters. Shall be equipped with a 13.2 CFM capacity compressor, and shall include a heated air dryer with automatic moisture ejector. Parking brake shall be spring applied rear wheel drum and shoe.

SPECIFICATION NO. 20

ELECTRICAL SYSTEM: Batteries should be located in an enclosed accessible environment for long life and ease of service. Chassis shall have two (2) maintenance free 12-volt batteries rated at not less than 1300 CCA total.
Chassis engine shall have a 160-amp alternator.

SPECIFICATION NO. 21

LIGHTING SYSTEM: Chassis lighting shall include sealed multi-beam halogen headlights, stoplights, taillights, backup lights, license plate light, dome light, clearance lights, and directional lights with hazard switch. Shall be equipped with one spotlight over each gutter broom and one on rear for pickup broom. All gauges and sweeper switches shall be illuminated for night operation.
SAFETY LIGHTING: - Whelen Light Package;

Two (2) Freedom Super-LED Mini Amber Lightbars, (Model FT8AAAAP). One mounted on cab with front and side populated amber lights and one mounted at rear with the rear and sides populated with amber lights.

One (1) rear mounted LED Traffic Advisor (Model TAL85) with controller fused and mounted in cab.

Two (2) Vertex Super-LED Hide-A-Way lights mounted in front headlights.

Two (2) 400 Series LED Amber Lightheads (Model 40A02ZAR) with chrome plated flange kit (Model 4EFLANGE) mounted on both side facing rearward approximately 3-5 feet from ground.

All switches and controllers to be fused and mounted in cab within easy reach of operator.

SPECIFICATION NO. 22

DIRT HOPPER: Volumetric hopper capacity of 5.4 cubic yards with variable dump from 20 inches to 120 inches. Hopper to be located between front and rear axles for equal weight distribution. Hopper shall be able to side shift a minimum of 11” for safe offloading. Hopper shall be dumped by a double scissor type lift with greaseable pins and dual, single stage cylinders. No jack stands, outriggers or other stabilizing devices shall be used in the dump cycle. **Units utilizing stabilizing devices will not be acceptable.** Lift capacity to be 12,000-pound minimum and have a dump angle of a minimum 45 degrees. Machine shall be able to dump while in motion from the lowest dumping position. Hopper load to be visible from cab and have an inspection port with steps and handles for access. Hopper full indicator activated by weight. The hopper must be lined with a polyurethane coating that will resist both sliding (ware from material movement in the shopper) as well as impingement (ware caused by material compaction). Liner to be warranted by the manufacturer for the life of the machine.

SPECIFICATION NO. 23

SPRAY SYSTEM: Minimum water tank capacity, 360 totally useable gallons, with 2-1/2” X 16’ 8” fill hose attached, with 2-1/2” NST female coupling on both ends of hose. **Provisions shall be made to accept water meter supplied by Clark County.** An 80-mesh filter shall be provided in line on the suction line. Tank(s) shall be constructed of polyethylene. All components in water system to be on nonferrous metals or composites. Integral elevator flush system to be supplied. No water hoses will enter the cab or control console. Water spray to be controlled from cab. To prevent contamination of water supply tank shall be equipped with an anti-siphon device. Three spray nozzles shall be provided at each side broom and on the rear broom. There shall be a separate spray bar at the front on the sweeper with four spray nozzles.

SPECIFICATION NO. 24

WATER SYSTEM: Hydraulic driven centrifugal type pump with aluminum impeller capable of running without water in system without damage to pump. Spray pump shall provide adequate flow and pressure to properly atomize water for effective dust control. Water system **not** to be used for hydraulic cooling. Shall be equipped with a water tank sight gauge.

SPECIFICATION NO. 25

DIRT CONVEYOR: Conveyor shall be capable of forward or reverse rotation, without leaving the cab. Conveyor shall be a cleated “chevron” style belt type conveyor to ensure proper center loading of the dirt hopper. Conveyor speed shall be variable with the sweeper engine from the cab. Cleat height adjustable 1”-4” with in-cab controlled additional lift to 6” to meet sweeping conditions. The conveyor shall be hydraulically raised and lowered from within cab controls. The conveyor system will be driven hydraulically and protected for overpressure by relief valve. The unit shall include an audio and visual conveyor stall alarm. A safety system is to be included to disable hopper dump if conveyor is in down position. Conveyor grease fittings shall be centrally located. The unit shall include a conveyor flush/tank fill selector system. The conveyor shall be no less than 58” wide.

SPECIFICATION NO. 26

DRAG SHOES: Full floating suspension drag shoes with replaceable carbide runners.

SPECIFICATION NO. 27

PICKUP BROOM: The main broom shall be not less than 60 inches long and not less than 36 inches in diameter.
A hydraulic motor directly mounted to the broom core shall drive broom. The motor shall be protected from overpressure by the use of a relief valve. To provide flexibility for varying sweeping conditions, broom speed shall be variable, 50 RPM to 150 RPM, by operator from cab while moving. Suspension and pressure control shall be hydraulic, automatic self-adjusting to maintain a set pattern throughout the broom life with no input from the operator. Broom pressure shall be adjustable from the cab. Main broom can be operated independently from conveyor and capable of sweeping with the conveyor is in the off position. Main broom shall be a strip style main broom with changeable slats. Sweeping path shall be not less than 10 feet wide with right and left side broom activated.

A hinged steel broom hood shall shield Main broom. Main broom hood shall be designed to not only prevent material from being over thrown into following traffic, but also be capable of channeling over throw back into the dirt chamber. Main broom shall have a work light. Main broom shall be hydraulically raised or lowered by in-cab control. Main broom grease fittings shall be centrally located. The main broom motor shall be able to apply sufficient torque to prevent stalling.

SPECIFICATION NO. 28

GUTTER BROOM(S): Each side broom shall be driven by a hydraulic motor directly mounted to the broom disc plate and driven by a hydraulic motor. They shall be the vertical digger type, trailing arm design. Hydraulic motors shall incorporate a relief valve for maximum pressure safety. Minimum diameter of side brooms shall be 46-inch.

To hold broom pattern regardless of up and down motion, arm suspension design shall be the parallelogram type. Free floating suspension to allow up/down and in/out movement to cushion impacts. Brooms shall be hydraulically raised and lowered by the operator from the cab while moving. Side broom pressure shall be adjustable from the cab while moving. Broom pressure setting shall be indicated on cab console. Both right side and left side, side-brooms shall be able to be extended out beyond the standard sweep position for cul-de-sac cleaning, this function shall be controlled in the cab. Suspension and pressure control shall be hydraulic, automatic self-adjusting and maintain a set pattern throughout the broom life with no input from the operator. Broom pressure indicator shall be a gauge in the engine compartment. Broom shall consist of five (5) segments, filled with tempered steel wire bristles.

Each broom shall have a spotlight for night operation. Minimum sweeping width of 10’ with both side brooms down. Sweeper shall be equipped with a center deflector to windrow material transferred by the side brooms. The side broom motors shall be able to simultaneously apply sufficient torque to prevent stalling with full down pressure applied. To provide flexibility for varying sweeping conditions, broom speed shall be variable, 50 RPM to 150 RPM, by operator from cab while moving. Both Gutter brooms shall be capable of reversing directions to sweep debris from shoulders of unimproved roadways.

SPECIFICATION NO. 29

SERVICE AND WARRANTY: The vendor shall furnish a standard manufacturer’s service and warranty policy and shall pay any costs of inspection and adjustment that may be necessary in accordance with warranty. Because the maintenance of this equipment must be in good operational condition without protracted time out for repairs is very important, it is essential that repair parts and service be adequate and readily available. The bidder shall state clearly in his proposal where a complete stock of repair parts and service facilities are available. There must be a authorized warranty repair facility located within Clark County to service the sweeper module.

SPECIFICATION NO. 30

SAFETY EQUIPMENT: Shall be equipped with an audible back-up alarm, necessary reflectors, slow moving triangle, and safety lighting.

SPECIFICATION NO. 31

PAINT: The cab, hood and fenders shall be painted with high gloss polyurethane white.
The chassis running gear shall be painted black acrylic enamel. All visible exterior metallic surfaces shall be coated prior to assembly with polyester powder coat. Vehicles painted after assembly will not be accepted as paint overspray impedes ability to correctly maintain electrical and hydraulic components of the sweeper. Vehicle shall have an accent color of Grey on the lower portions of the unit.

SPECIFICATION NO. 32

BOOKS AND MANUALS: Shall have a minimum of one service manual, one parts manual, and three operators manuals for both cassis and sweeper body.

SPECIFICATION NO. 33

KEYS: Four (4) sets of keys for all doors, compartments and ignition.

SPECIFICATION NO. 34

OPTIONS: Shall be equipped with two (2) toolboxes capable of storing hydrant wrench, grease guns, etc.
Shall be equipped with a back-up camera with a 7-inch color screen mounted in the cab with visibility from both side operators' stations.

Shall be equipped with an Auto-lube system to lube all sweeper components.

Shall be equipped with four frame-mounted tie-downs for securing sweeper when transporting, 2 at front, and 2 at rear of sweeper.

CLARK COUNTY, NEVADA

V - BID FORM

BID NO. 603190-13
CURRENT PRODUCTION MODEL DIESEL POWERED 5.4 CUBIC YARD VOLUMETRIC MECHANICAL STREET SWEEPER

_____
Name of Firm

This bid is submitted in response to COUNTY'S Invitation to Bid and is in accordance with all conditions and specifications in this document.

Item No.	Description	Quantity	Unit Price	Grand Total
1.	**Current Production Model Diesel Powered 5.4 Cubic Yard Volumetric Mechanical Street Sweeper** _____ (Model Year) (Make) (Manufacturer) Delivery _____Calendar Days (maximum 120 days)	4 Each	$_____	$_____
			GRAND TOTAL	$_____

EXTENDED WARRANTY OPTIONS (IF ANY):

Standard Warranties:

Type of Warranty	Number of Years/Hours

LAS VEGAS VALLEY FACTORY AUTHORIZED REPAIR FACILITY:

(COMPANY NAME)	(ADDRESS)	(PHONE NUMBER)

Extended Warranty: _____ _____ _____
Type of Warranty Number of Years/Hours Cost

Extended Warranty: _____ _____ _____
Type of Warranty Number of Years/Hours Cost

OUT OF STATE DEALERS MUST PROVIDE LOCAL AUTHORIZED DEALER REPRESENTATIVE CONTACT INFORMATION TO WHOM ALL VEHICLES WILL BE DELIVERED:

_____	_____	_____
(COMPANY NAME – LOCAL AUTHORIZED DEALER)	(ADDRESS)	(PHONE NUMBER)

_____	_____
(CONTACT PERSON)	(EMAIL ADDRESS)

DELIVERY:

_____ calendar days (Maximum ENTER # calendar days)

DISCOUNT TERMS OF PAYMENT:

_____%, _____ calendar days.

BIDDER'S LOCAL FACILITY
(If Bidder has multiple local facilities, please attach to bid submittal a list of this information for each facility)

_____
CONTACT MANAGER OR ACCOUNT REPRESENTATIVE NAME

_____
ADDRESS

_____
CITY STATE, ZIP

_____
PHONE NUMBER

_____
FAX NUMBER

_____
EMAIL ADDRESS

ATTACHMENTS TO BID FORM

FAILURE TO SUBMIT REQUIRED ATTACHMENTS AS LISTED BELOW MAY RESULT IN REJECTION OF BID.

1. **Attachment 2** Subcontractor Information, is attached.

2. Copies of the Technical Specification pages showing conformance to, or variations from, the specifications are attached.

3. Bid bond is attached.

Bidder is responsible to ascertain the number of Addenda issued and hereby acknowledges receipt of the following Addendum: **FAILURE TO ACKNOWLEDGE ALL ADDENDA ISSUED AND USE THE CORRECT BID FORM AS REQUIRED, MAY RESULT IN REJECTION OF BID.**

Addendum No.	_____	Addendum No.	_____	Addendum No.	_____
Addendum No.	_____	Addendum No.	_____	Addendum No.	_____
Addendum No.	_____	Addendum No.	_____	Addendum No.	_____

Bidder hereby offers and agrees to furnish the material(s) and service(s) in compliance with all terms, conditions, specifications, and amendments in the Invitation to Bid and any written exceptions in the offer. We understand that the items in this Invitation to Bid, including, but not limited to, all required certificates are fully incorporated herein as a material and necessary part of the contract.

The undersigned hereby states, under penalty of perjury, that all information provided is true, accurate, and complete, and states that he/she has the authority to submit this bid, which will result in a binding contract if accepted by Clark County, Nevada.

I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder:

SIGNATURE OF AUTHORIZED REPRESENTATIVE	LEGAL NAME OF FIRM
NAME AND TITLE OF AUTHORIZED REPRESENTATIVE (PRINT OR TYPE)	ADDRESS OF FIRM
PHONE NUMBER OF AUTHORIZED REPRESENTATIVE	CITY, STATE ZIP
FAX NUMBER OF AUTHORIZED REPRESENTATIVE	
EMAIL ADDRESS	DATE

BUSINESS LICENSE INFORMATION:

CURRENT STATE	**LICENSE NO.**	**ISSUE DATE:**	**EXPIRATION DATE:**
CURRENT COUNTY:	**LICENSE NO.**	**ISSUE DATE:**	**EXPIRATION DATE:**
CURRENT CITY:	**LICENSE NO.**	**ISSUE DATE:**	**EXPIRATION DATE:**

FOR INFORMATIONAL PURPOSES ONLY:

The above referenced firm is a ☐ MBE ☐ WBE ☐ PBE ☐ SBE ☐ NBE ☐ LBE as defined below.

STATE OF NEVADA BUSINESSES

MINORITY OWNED BUSINESS ENTERPRISE (MBE):

An independent and continuing Nevada business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more minority persons of Black American, Hispanic American, Asian-Pacific American or Native American ethnicity.

WOMEN OWNED BUSINESS ENTERPRISE (WBE):

An independent and continuing Nevada business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more women.

PHYSICALLY-CHALLENGED BUSINESS ENTERPRISE (PBE):

An independent and continuing Nevada business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more disabled individuals pursuant to the federal Americans with Disabilities Act.

SMALL BUSINESS ENTERPRISE (SBE):

An independent and continuing Nevada business for profit which performs a commercially useful function, is not owned and controlled by individuals designated as minority, women, or physically-challenged, and where gross annual sales does not exceed $2,000,000.

NEVADA BUSINESS ENTERPRISE (NBE):

Any Nevada business which has the resources necessary to sufficiently perform identified County projects, and is owned or controlled by individuals that are not designated as socially or economically disadvantaged.

BUSINESSES IN OTHER STATES

LARGE BUSINESS ENTERPRISE (LBE):

An independent and continuing business for profit which performs a commercially useful function and is not located in Nevada.

ATTACHMENT 1
BID NO. 603190-13
CURRENT PRODUCTION MODEL DIESEL POWERED 5.4 CUBIC YARD VOLUMETRIC MECHANICAL STREET SWEEPER

BID BOND

IMPORTANT: SURETY COMPANIES EXECUTING BONDS MUST BE LICENSED TO ISSUE SURETY BY THE STATE OF NEVADA INSURANCE DIVISION PURSUANT TO NEVADA REVISED STATUTE 683A AND ISSUED BY AN APPOINTED PRODUCER OF INSURANCE PURSUANT TO NEVADA REVISED STATUTE 683A. INDIVIDUAL SURETY BONDS ARE NOT ACCEPTABLE.

KNOW ALL MEN BY THESE PRESENTS,

That we, the undersigned, _____ as Principal Contractor, and _____ as Surety, are hereby held and firmly bound unto CLARK COUNTY, NEVADA in the penal sum of five (5) percent of the base bid amount for the payment of which, well and truly to be made, were hereby jointly and severally bind ourselves, successors and assigns.

Signed this _____ day of _____, 20____.

The condition of the above obligation is such that whereas the Principal has submitted to CLARK COUNTY, NEVADA a certain BID, attached hereto and hereby made a part hereof to enter into a CONTRACT in writing, for **BID NO. 603190-13**, **CURRENT PRODUCTION MODEL DIESEL POWERED 5.4 CUBIC YARD VOLUMETRIC MECHANICAL STREET SWEEPER**.

NOW, THEREFORE,

(a) If said BID shall be rejected, or
(b) If said BID shall be accepted and the Principal Contractor shall deliver a insurance certificate and bonds pursuant to the forms attached hereto properly completed in accordance with said BID, and shall furnish a BOND for their faithful performance of said CONTRACT, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the Agreement created by the acceptance of said BID, then this obligation shall be void, otherwise the same shall remain in force and effect: it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the COUNTY may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and the Surety has caused their seal to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Bond must be acceptable to Clark County.

(SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY)

_____

Surety: _____

_____
(Principal Contractor)

_____
(State of Nevada, License Number)

_____
(Authorized Representative and Title)

_____
(Appointed Agent Name)

By: _____
(Signature)

By: _____
(Signature)

Address: _____

_____

Telephone: _____

ATTACHMENT 2
BID NO. 603190-13
CURRENT PRODUCTION MODEL DIESEL POWERED 5.4 CUBIC YARD VOLUMETRIC MECHANICAL STREET SWEEPER

SUBCONTRACTOR INFORMATION

It is our intent to utilize the following MBE, WBE, PBE, SBE, and NBE subcontractors in association with CONTRACT:

1. Subcontractor Name: _____
   Contact Person: _____ Telephone Number: _____
   Description of Work: _____
   Estimated Percentage of Total Dollars: _____
   Business Type: ☐ MBE ☐ WBE ☐ PBE ☐ SBE ☐ NBE

2. Subcontractor Name: _____
   Contact Person: _____ Telephone Number: _____
   Description of Work: _____
   Estimated Percentage of Total Dollars: _____
   Business Type: ☐ MBE ☐ WBE ☐ PBE ☐ SBE ☐ NBE

3. Subcontractor Name: _____
   Contact Person: _____ Telephone Number: _____
   Description of Work: _____
   Estimated Percentage of Total Dollars: _____
   Business Type: ☐ MBE ☐ WBE ☐ PBE ☐ SBE ☐ NBE

4. Subcontractor Name: _____
   Contact Person: _____ Telephone Number: _____
   Description of Work: _____
   Estimated Percentage of Total Dollars: _____
   Business Type: ☐ MBE ☐ WBE ☐ PBE ☐ SBE ☐ NBE

5. Subcontractor Name: _____
   Contact Person: _____ Telephone Number: _____
   Description of Work: _____
   Estimated Percentage of Total Dollars: _____
   Business Type: ☐ MBE ☐ WBE ☐ PBE ☐ SBE ☐ NBE

6. Subcontractor Name: _____
   Contact Person: _____ Telephone Number: _____
   Description of Work: _____
   Estimated Percentage of Total Dollars: _____
   Business Type: ☐ MBE ☐ WBE ☐ PBE ☐ SBE ☐ NBE

7. Subcontractor Name: _____
   Contact Person: _____ Telephone Number: _____
   Description of Work: _____
   Estimated Percentage of Total Dollars: _____
   Business Type: ☐ MBE ☐ WBE ☐ PBE ☐ SBE ☐ NBE

☐ No MBE, WBE, PBE, SBE, NBE subcontractors will be used.

EXHIBIT A

BID NO. 603190-13
CURRENT PRODUCTION MODEL DIESEL POWERED 5.4 CUBIC YARD VOLUMETRIC MECHANICAL STREET SWEEPER

DEVIATIONS TO TECHNICAL SPECIFICATIONS

Any deviation taken at the time of or after bid submittal may render the bid non-responsive. If a Bidder is unable to meet the Technical Specifications, Bidder MUST complete the attached **Exhibit A** and submit it to the Purchasing Analyst at least five (5) business days prior to the scheduled **PRE-BID CONFERENCE**. It shall be the sole responsibility of the Bidder to ensure that the Purchasing Analyst has been properly notified, **PRIOR TO THE PRE-BID CONFERENCE** of the Bidder's deviation to the Technical Specifications.

Specification	Remarks
1- j	***Fuel tank size 115 gallons*** **(example of deviation to specifications)**
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

_____ _____
Name of Firm Date

_____ _____
Signature Print Name

INSTRUCTIONS FOR COMPLETING THE
DISCLOSURE OF OWNERSHIP/PRINCIPALS FORM

Purpose of the Form

The purpose of the Disclosure of Ownership/Principals Form is to gather ownership information pertaining to the business entity for use by the Board of County Commissioners ("BCC") in determining whether members of the BCC should exclude themselves from voting on agenda items where they have, or may be perceived as having a conflict of interest, and to determine compliance with Nevada Revised Statute 281A.430, contracts in which a public officer or employee has interest is prohibited.

General Instructions

Completion and submission of this Form is a condition of approval or renewal of a contract or lease and/or release of monetary funding between the disclosing entity and the appropriate Clark County government entity. Failure to submit the requested information may result in a refusal by the BCC to enter into an agreement/contract and/or release monetary funding to such disclosing entity.

Detailed Instructions

All sections of the Disclosure of Ownership form must be completed. If not applicable, write in N/A.

Business Entity Type – Indicate if the entity is an Individual, Partnership, Limited Liability Company, Corporation, Trust, Non-profit Organization, or Other. When selecting 'Other', provide a description of the legal entity.

Non-Profit Organization (NPO) - Any non-profit corporation, group, association, or corporation duly filed and registered as required by state law.

Business Designation Group – Indicate if the entity is a Minority Owned Business Enterprise (MBE), Women-Owned Business Enterprise (WBE), Small Business Enterprise (SBE), or Physically-Challenged Business Enterprise (PBE). This is needed in order to provide utilization statistics to the Legislative Council Bureau, and will be used only for such purpose.

Minority Owned Business Enterprise (MBE):
An independent and continuing business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more minority persons of Black American, Hispanic American, Asian-Pacific American or Native American ethnicity.

Women Owned Business Enterprise (WBE):
An independent and continuing business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more women.

Physically-Challenged Business Enterprise (PBE):
An independent and continuing business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more disabled individuals pursuant to the federal Americans with Disabilities Act.

Small Business Enterprise (SBE):
An independent and continuing business for profit which performs a commercially useful function, is not owned and controlled by individuals designated as minority, women, or physically-challenged, and where gross annual sales does not exceed $2,000,000.

Veteran Owned Enterprise (VET):
A Nevada business at least 51% owned/controlled by a veteran.

Disabled Veteran Owned Enterprise (DVET):
A Nevada business at least 51% owned/controlled by a disabled veteran.

Business Name (include d.b.a., if applicable) – Enter the legal name of the business entity and enter the "Doing Business As" (d.b.a.) name, if applicable.

Corporate/Business Address, Business Telephone, Business Fax, and Email – Enter the street address, telephone and fax numbers, and email of the named business entity.

Local Business Address, Local Business Telephone, Local Business Fax, and Email – If business entity is out-of-state, but operates the business from a location in Nevada, enter the Nevada street address, telephone and fax numbers, point of contact and email of the local office. Please note that the local address must be an address from which the business is operating from that location. Please do not include a P.O. Box number, unless required by the U.S. Postal Service, or a business license hanging address.

Number of Clark County Nevada Residents employed by this firm.

List of Owners/Officers – Include the full name, title and percentage of ownership of each person who has ownership or financial interest in the business entity. If the business is a publicly-traded corporation or non-profit organization, list all Corporate Officers and Directors only.

For All Contracts – **(Not required for publicly-traded corporations)**

1) Indicate if any individual members, partners, owners or principals involved in the business entity are a Clark County full-time employee(s), or appointed/elected official(s). If yes, the following paragraph applies.

   In accordance with NRS 281A.430.1, a public officer or employee shall not bid on or enter into a contract between a government agency and any private business in which he has a significant financial interest, except as provided for in subsections 2, 3, and 4.

2) Indicate if any individual members, partners, owners or principals involved in the business entity have a second degree of consanguinity or affinity relation to a Clark County full-time employee(s), or appointed/elected official(s) (reference form on Page 2 for definition). If **YES**, complete the Disclosure of Relationship Form. Clark County is comprised of the following government entities: Clark County, University Medical Center of Southern Nevada, Department of Aviation (McCarran Airport), and Clark County Water Reclamation District. Note: The Department of Aviation includes all of the General Aviation Airports (Henderson, North Las Vegas, and Jean).

A professional service is defined as a business entity that offers business/financial consulting, legal, physician, architect, engineer or other professional services.

Signature and Print Name – Requires signature of an authorized representative and the date signed.

Disclosure of Relationship Form – If any individual members, partners, owners or principals of the business entity is presently a Clark County employee, public officer or official, or has a second degree of consanguinity or affinity relationship to a Clark County employee, public officer or official, this section must be completed in its entirety.

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type						
☐ Sole Proprietorship	☐ Partnership	☐ Limited Liability Company	☐ Corporation	☐ Trust	☐ Non-Profit Organization	☐ Other

Business Designation Group:

MBE	WBE	DBE	PBE	SBE	VET	DVET
Minority Owned	**Women Owned**	**Disabled**	**Physically Challenged**	**Small Business**	**Veteran Owned**	**Disabled Veteran Owned**

Corporate/Business Entity Name:			
(Include d.b.a., if applicable)			
Street Address:		**Website:**	
City, State and Zip Code:		**POC Name and Email:**	
Telephone No:		**Fax No:**	
Local Street Address:		**Website:**	
City, State and Zip Code:		**Local Fax No:**	
Local Telephone No:		**Local POC Name Email:**	
Number of Clark County Nevada Residents Employed:			

All entities, with the exception of publicly-traded and non-profit organizations**,** must list the names of individuals holding more than five percent (5%) ownership or financial interest in the business entity appearing before the Board.

Publicly-traded entities and non-profit organizations shall list all Corporate Officers and Directors in lieu of disclosing the names of individuals with ownership or financial interest. The disclosure requirement, as applied to land-use applications, extends to the applicant and the landowner(s).

Entities include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)

This section is not required for publicly-traded corporations.

1. Are any individual members, partners, owners or principals, involved in the business entity, a Clark County, University Medical Center, Department of Aviation, or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?

   ☐ Yes ☐ No (If yes, please note that County employee(s), or appointed/elected official(s) may not perform any work on professional service contracts, or other contracts, which are not subject to competitive bid.)

2. Do any individual members, partners, owners or principals have a spouse, registered domestic partner, child, parent, in-law or brother/sister, half-brother/half-sister, grandchild, grandparent, related to a Clark County, University Medical Center, Department of Aviation, or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?

   ☐ Yes ☐ No (If yes, please complete the Disclosure of Relationship form on Page 2. If no, please print N/A on Page 2.)

I certify under penalty of perjury, that all of the information provided herein is current, complete, and accurate. I also understand that the Board will not take action on land-use approvals, contract approvals, land sales, leases or exchanges without the completed disclosure form.

Signature	Print Name
Title	Date

DISCLOSURE OF RELATIONSHIP

List any disclosures below:
(Mark N/A, if not applicable.)

NAME OF BUSINESS OWNER/PRINCIPAL	NAME OF COUNTY* EMPLOYEE/OFFICIAL AND JOB TITLE	RELATIONSHIP TO COUNTY* EMPLOYEE/OFFICIAL	COUNTY* EMPLOYEE'S/OFFICIAL'S DEPARTMENT

* County employee means Clark County, University Medical Center, Department of Aviation, or Clark County Water Reclamation District.

"Consanguinity" is a relationship by blood. "Affinity" is a relationship by marriage.

"To the second degree of consanguinity" applies to the candidate's first and second degree of blood relatives as follows:

- Spouse – Registered Domestic Partners – Children – Parents – In-laws (first degree)
- Brothers/Sisters – Half-Brothers/Half-Sisters – Grandchildren – Grandparents – In-laws (second degree)

For County Use Only:

If any Disclosure of Relationship is noted above, please complete the following:

☐ Yes ☐ No Is the County employee(s) noted above involved in the contracting/selection process for this particular agenda item?

☐ Yes ☐ No Is the County employee(s) noted above involved in anyway with the business in performance of the contract?

Notes/Comments:

_____
Signature

_____
Print Name
Authorized Department Representative

DISCLOSURE OF RELATIONSHIP

For County Use Only:

If any Disclosure of Relationship is noted above, please complete the following:

☐ Yes ☐ No Is the County employee(s) noted above involved in the contracting/selection process for this particular agenda item?

☐ Yes ☐ No Is the County employee(s) noted above involved in anyway with the business in performance of the contract?

Notes/Comments:

_____
Signature

_____
Print Name
Authorized Department Representative

For County Use Only:

If any Disclosure of Relationship is noted above, please complete the following:

☐ Yes ☐ No Is the County employee(s) noted above involved in the contracting/selection process for this particular agenda item?

☐ Yes ☐ No Is the County employee(s) noted above involved in anyway with the business in performance of the contract?

Notes/Comments:

_____
Signature

_____
Print Name
Authorized Department Representative

For County Use Only:

If any Disclosure of Relationship is noted above, please complete the following:

☐ Yes ☐ No Is the County employee(s) noted above involved in the contracting/selection process for this particular agenda item?

☐ Yes ☐ No Is the County employee(s) noted above involved in anyway with the business in performance of the contract?

Notes/Comments:

_____
Signature

_____
Print Name
Authorized Department Representative